



## EpiPen Authorization and Waiver of Liability

STUDENT'S FULL NAME: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

STUDENT'S ALLERGIES:

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As the parent or legal guardian of the student named above (the "Student"), I certify that the Student is under the care of a physician or other medical provider who has (1) prescribed the use of an EpiPen for the purposes of administering a pre-measured injection of Epinephrine; and (2) provided the Student with proper instruction in the use of the EpiPen. I/we are responsible to ensure that our Student is provided with an unexpired, properly labeled dose that has been appropriately temperature-controlled for potential use while the Student is attending classes at the Russian School of Mathematics ("RSM" or the "school").

I acknowledge the school's recommendation for me to stay on the school premises for the duration of the Student's class so that I may be able to assist the Student with the administration of an EpiPen in the event of a medical emergency. If I do not remain on the premises, I understand and agree that it may be necessary for the EpiPen to be administered to the Student by an individual who is not a registered nurse or medical professional, and who has not undergone training to administer an EpiPen and specifically consent to such practice.

**Authorization.** In the event that the Student has an allergic reaction and requires an emergency injection of Epinephrine, I hereby authorize RSM and its agents and employees, on my behalf, permission to administer or attempt to administer to the Student, or allow the Student to self-administer the lawfully prescribed EpiPen. If I am not on the RSM premises I am aware that RSM employees will call 911 once an EpiPen has been administered to or self-administered by the Student.

**Release.** On my own and the Student's behalf, and on behalf of my and the Student's heirs, executors, administrators and next of kin, I hereby forever release and forever discharge RSM, its related or affiliated companies, employees, agents, officers, and other representatives ("Released Parties") from and agree not to sue for any and all liabilities, injuries or claims I (or the Student) may have for any causes of action, liability, losses or damages arising or resulting from property damage and loss, bodily injury or death arising out of or in any way connected with the administration of an EpiPen on the school premises (collectively, "Claims"). I understand that this Release includes any claims based on the negligence, action or inaction of any of the Released Parties but does not include claims for gross negligence or intentional wrongdoing.

**Jurisdiction.** This Agreement shall be interpreted under Massachusetts law without considering conflict of laws principles. The jurisdiction and venue for any disputes arising from this Agreement or the student's enrollment in RSM shall exclusively be in the courts of Massachusetts or in a court located in the state in which the student is enrolled in RSM and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and

agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

**Duration of Authorization.** I understand that this Authorization remains in effect at all times during the Student's enrollment in the School and will be binding on me, my family members, my heirs, assigns, executors, representatives, and estate. I may revoke this Authorization only by written notice to the school and only to the extent that I do not authorize administration of an EpiPen as of the date of the revocation. The remaining terms of this Authorization remain in effect and may not be revoked or terminated. I understand and agree that this Authorization relates to and binds the undersigned, including my family, heirs, assigns, agents, legal representatives, administrators, trustees, estates and any other interested person(s) or entity.

I have read the Authorization and fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily. And I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

**PLEASE RETURN THIS SIGNED FORM TO THE SCHOOL OFFICE.**